

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**MISSOURI REAL ESTATE COMMISSION**  
**AND**  
**STEVEN W. GILDEHAUS**

RECEIVED  
JAN 16 2014  
MREC

Steven W. Gildehaus (Gildehaus) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Gildehaus's real estate licenses as a broker officer, no. 1999020195, and a broker, no. 1999006036, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,<sup>1</sup> the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2012. The MREC and Gildehaus jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2012.

Gildehaus acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing

---

<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Gildehaus may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to him by law, Gildehaus knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Gildehaus acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Gildehaus stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Gildehaus's real estate licenses as a broker officer, no. 1999020195, and a broker, no. 1999006036 is subject to disciplinary action by the MREC in

accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010-339.205 and 339.710-339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Gildehaus in Part II herein is based only on the agreement set out in Part I herein. Gildehaus understands that the MREC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

# I.

## **Joint Stipulation of Facts and Conclusions of Law**

Based upon the foregoing, the MREC and Gildehaus herein jointly stipulate to the following:

1. Gildehaus holds a Missouri real estate broker officer license, No. 1999020195. Gildehaus also holds a broker license, no. 1999006036. Gildehaus's licenses are current and active.
2. On June 10, 2011, Gildehaus pled guilty in the Jackson County Circuit Court of the State of Missouri ("the court"), Case No. 1016-CR00602 ("felony assault criminal case"), to the class C felony of Second Degree Assault – DWI with Injury, in violation of § 565.060, RSMo Supp. 2012.
3. The charges underlying the felony assault criminal case were as

follows, in pertinent part:

The Prosecuting Attorney of the County of Jackson, State of Missouri. . . charges that the defendant, in violation of Section 565.060, RSMo, committed the class C felony of Assault in the Second Degree, punishable upon conviction under Sections 558.011 and 560.011, RSMo, in that On or about June 20, 2009, in the County of Jackson, State of Missouri, the defendant operated a motor vehicle while under the influence of alcohol and acted with criminal negligence in that the defendant was driving on the wrong side of the road and caused physical injury to Margaret A. Johnson by colliding with a vehicle that was being driven by Margaret A. Johnson.

4. Section 565.060, RSMo Supp. 2012, regarding the criminal offense of Second Degree Assault – DWI with Injury, states in relevant part:

1. A person commits the crime of assault in the second degree if he:

...

(4) While in an intoxicated condition or under the influence of controlled substances or drugs, operates a motor vehicle in this state and, when so operating, acts with criminal negligence to cause physical injury to any other person than himself[.]

...

3. Assault in the second degree is a class C felony.

5. The court suspended the execution of Gildehaus's sentence in the felony assault criminal case and placed Gildehaus on supervised probation for

3 years.

6. On June 10, 2011, Gildehaus pled guilty in the Jackson County Circuit Court of the State of Missouri ("the court"), Case No. 1016-CR00686 ("misdemeanor DWI criminal case"), to the class B misdemeanor of DWI – Alcohol, in violation of § 577.010, RSMo Supp. 2008.

7. The charges underlying the misdemeanor DWI criminal case were as follows, in pertinent part:

The Prosecuting Attorney of the County of Jackson, State of Missouri . . . charges that the defendant, in violation of Section 577.010, committed the class B misdemeanor of driving while intoxicated, punishable upon conviction under Sections 558.011 and 560.016, RSMo, in that on or about June 20, 2009, at Buckner-Tarsney and Rock Creek, Grain Valley, in the County of Jackson, State of Missouri, the defendant operated a motor vehicle while under the influence of alcohol.

8. Section 577.010, RSMo, regarding the criminal offense of Driving While Intoxicated – Alcohol, states in relevant part:

1. A person commits the crime of "driving while intoxicated" if he operates a motor vehicle while in an intoxicated or drugged condition.

2. Driving while intoxicated is for the first offense, a class B misdemeanor. . . . and he shall be placed on probation for a minimum of two years.

9. The court suspended the imposition of Gildehaus's sentence in the misdemeanor DWI criminal case and placed Gildehaus on unsupervised

probation for two years.

10. Based on Gildehaus's guilty pleas in the felony assault criminal case and the misdemeanor DWI criminal case, cause exists to discipline Gildehaus under § 339.100.2(18), RSMo Supp. 2012, which states:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

...

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed[.]

## II.

### Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.4 and 621.110, RSMo Supp. 2012.

1. Gildehaus's real estate license is on probation. Gildehaus's real estate license as a broker is hereby placed on PROBATION for a period of THREE (3) YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Gildehaus shall be entitled to practice as a broker under §§ 339.010-339.205 and 339.710-339.855, RSMo, as amended, provided Gildehaus adheres to all the terms of this agreement.

2. Terms and conditions of the disciplinary period. Terms and conditions of the probation are as follows:

A. Gildehaus shall obey and comply with all terms and conditions of probation for his criminal supervision. Gildehaus shall prepare and submit quarterly written reports to the MREC regarding the status of and compliance with his criminal probation, parole, and/or release, as well as his compliance with the terms and conditions of this settlement agreement. Gildehaus is responsible for ensuring that such quarterly reports are received by the MREC on or before January 10, April 10, July 10, and October 10 during each year of the disciplinary period. Gildehaus shall submit the first such report so that the MREC receives it on or before April 10, 2014.

B. Gildehaus shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and

business. Gildehaus shall notify the MREC in writing within ten (10) days of any change in this information.

C. Gildehaus shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his license(s) in a current and active status. During the disciplinary period, Gildehaus shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.040. Alternatively, without violating the terms and conditions of this Settlement Agreement, Gildehaus may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Gildehaus applies for a real estate license after surrender, Gildehaus shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

D. Gildehaus shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said



meetings will be at the MREC's discretion and may occur periodically during the probation period.

E. Gildehaus shall immediately submit documents showing compliance with the requirements of this settlement agreement to the MREC when requested by the MREC or its designee.

F. During the probationary period, Gildehaus shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this settlement agreement.

G. Gildehaus shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

3. Upon the expiration of the disciplinary period, the real estate license of Gildehaus shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Gildehaus has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing,

vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Gildehaus's real estate license.

4. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Gildehaus of §§ 339.010-339.205 and 339.710-339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Gildehaus agrees and

stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 324, 339, and 610, RSMo, as amended.

11. Gildehaus, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including, but not

limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12. Gildehaus understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Gildehaus's real estate license. If Gildehaus desires the Administrative Hearing Commission to review this Settlement Agreement, Gildehaus may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.


13. If Gildehaus requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for

disciplining Gildehaus's real estate license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Gildehaus as allowed by law. If Gildehaus does not request review by the Administrative Hearing Commission, this Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.

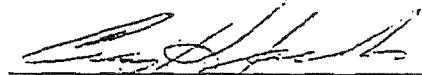
LICENSEE

MISSOURI REAL ESTATE  
COMMISSION

  
Steven W. Gildehaus      Date 1/09/14

  
Janet Carder, Executive Director  
Date: 1-17-14

CHRIS KOSTER  
Attorney General

  
Craig H. Jacobs  
Assistant Attorney General  
Missouri Bar No. 48358

Supreme Court Building  
207 West High Street  
P.O. Box 899  
Jefferson City, MO 65102  
Telephone: 573-751-1143  
Telefax: 573-751-5660

Attorneys for the MREC